

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Brian M Smith
Debtor

Case No. 18-12284-elf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: ChrissyW
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Oct 17, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 19, 2019.

db +Brian M Smith, 3409 Vista Street, Philadelphia, PA 19136-3822

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 19, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 17, 2019 at the address(es) listed below:

KEVIN G. MCDONALD on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com
REGINA COHEN on behalf of Creditor Ally Financial Inc. rcohen@lavin-law.com,
ksweeney@lavin-law.com
TERESA BRADY on behalf of Debtor Brian M Smith bankruptcy_queen@yahoo.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 5

Stip does not directly
affect confirmed plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Brian M. Smith	<u>Debtor</u>	CHAPTER 13
M&T Bank	<u>Movant</u>	
vs.		NO. 18-12284 ELF
Brian M. Smith	<u>Debtor</u>	
Terence P. Smith Sheryl M. Smith	<u>Co-Debtors</u>	11 U.S.C. Section 362
William C. Miller, Esquire	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$5,788.92, which breaks down as follows;

Post-Petition Payments: June 2019 to September 2019 at \$1,189.48/month
Fees & Costs Relating to Motion: \$1,031.00
Total Post-Petition Arrears \$5,788.92

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on October 1, 2019 and continuing through March 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$1,189.48 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$964.82 towards the arrearages on or before the last day of each month at the address below;

M&T BANK
ATTN: PAYMENT PROCESSING
P.O. BOX 1288
BUFFALO, NY 14240-1288

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 19, 2019

By: /s/ Kevin G. McDonald, Esquire
Attorney for Movant

Date: 10/3/19

Teresa Brady Esq.
Teresa Brady, Esquire
Attorney for Debtors

Date: 10/9/19

William C. Miller, Esquire
Chapter 13 Trustee

NO OBJECTION
*without prejudice to any
trustee rights and remedies.

ORDER

Approved by the Court this 16th day of October, 2019. However, the court
retains discretion regarding entry of any further order



Bankruptcy Judge
Eric L. Frank